



**TOWN OF GRAFTON**  
GRAFTON MEMORIAL MUNICIPAL CENTER  
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519  
(508) 839-5335 ext 1100 • FAX (508) 839-4602  
[www.grafton-ma.gov](http://www.grafton-ma.gov)

**\*\*AMENDED 1\*\***

**BOARD OF SELECTMEN  
MEETING AGENDA**

October 3, 2017  
Municipal Center, Conference Room A  
7:00 p.m.

**CALL TO ORDER**

**ANNOUNCEMENTS**

**PUBLIC COMMENTS**

**1. SCHEDULE**

- a) Joint Meeting – Library Planning & Building Committee & DPW Facilities  
Buildings Committee

**2. NEW BUSINESS**

- a) [Vote to Sign – Purchase and Sale Agreement - 105 Rear Westboro Road](#)
- b) [Vote to Sign - Statement of Claim – 24 Cortland Way](#)
- c) [Vote to Allow Chair to Sign – Letter to Sutton LLC Re: 58 Follette Street](#)
- d) [Vote to Approve - One Day Beer & Wine License – Cummings Veterinary School at Tufts University – Alpha Psi Fall Festival – Phelps Field – October 14, 2017](#)
- e) [Vote to Approve - One Day Beer & Wine License – Cummings Veterinary School at Tufts University – Student / Faculty Networking Event – Campus Center/New Equine Facility – October 28, 2017](#)

**3. SELECTMEN REPORTS / TA REPORTS**

**4. CORRESPONDENCE**

**5. DISCUSSION**

- a) [Town Meeting Motions](#)

**EXECUTIVE SESSION**

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

**ADJOURN**

# DRAFT

## PURCHASE AND SALE AGREEMENT

From the Office of:

Kremer Law, LLC  
9 Damonmill Square, Suite 4A4  
Concord, MA 01742  
Phone: 978-371-2226  
Fax: 978-371-2296

This \_\_\_\_\_ day of \_\_\_\_\_, 2017

1. **PARTIES AND MAILING ADDRESSES**

The Town of Grafton, Massachusetts, by and through its duly elected Board of Selectmen (hereinafter referred to as the "SELLER") agrees to sell and Aruss Investment, Inc., an entity incorporated under the laws of the Commonwealth of Massachusetts with an address of 75 Southwest Cutoff, Worcester, MA 01604 (hereinafter referred to as the "BUYER") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agrees to buy, upon the terms hereinafter set forth, the following described premises:
2. **DESCRIPTION**

The premises is known and numbered as 105 Rear Westboro Road, Grafton, Massachusetts, and shown as Parcel ID 110/004.0-0000-0001.0 (105 Rear Westboro Road) containing 0.85 acres, more or less (hereinafter referred to as the "Premises"). The ownership of the property by the Town of Grafton is identified in an Instrument of Taking as instrument number 34614, dated \_\_\_\_\_, and recorded with the Worcester District Registry of Deeds in Book \_\_\_\_\_ Page \_\_\_\_\_. Premises consist of land only.
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

None.
4. **TITLE DEED**  
(fill in)  
\* Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER's breach of SELLER's covenants in leases where necessary.

Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

  - (a) Provisions of existing building and zoning laws;
  - (b) Existing rights and obligations in party walls which are not the subject of written agreement
  - (c) Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed;
  - (d) Any liens for municipal betterments assessed after the date of this Agreement;
  - (e) Easements, restriction and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said Premises
  - (f) A restrictive covenant requiring that, if the premises becomes available for sale, the Town shall have the right of first refusal to meet any bona fide offer to purchase the property, as set forth in Exh. A. This provision shall survive delivery of the deed.
5. **PLANS**

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
6. **TITLE**

The BUYER will provide title certification from a recognized title company doing business at the Worcester Registry of Deeds; BUYER shall be responsible for cost of title insurance concerning the Premises. In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. **PURCHASE PRICE**

The agreed purchase price for the Premises is \$26,049.00, of which:

\$ 1,000.00 have been paid prior to this day as an initial deposit, and

\$ 25,049.00 are to be paid at the Closing by bank certified, cashier's, treasurer's check of a bank located in Massachusetts, or by a Massachusetts attorney's trustee check, or by a combination of the

above, subject to adjustments as hereinafter recited.

**\$26,049.00      TOTAL**

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED ("CLOSING")**

Such deed is to be delivered at **10:00 o'clock A.M. on the 6<sup>th</sup> day of November, 2017**, at the Worcester Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. In the event of any default hereunder by BUYER or if the BUYER fails to perform any of the BUYER'S obligations hereunder, SELLER shall have no obligation to tender a Deed.

Seller shall not be responsible for any courier fees for delivering documents to the Worcester Registry of Deeds in the event that closing is conducted at any location other than the Worcester Registry of Deeds.

**9. HAZARDOUS MATERIALS/WASTE**

SELLER represents that the SELLER has never generated, stored, disposed of any hazardous materials or waste on the Premises, and that the SELLER is not aware of the generation, storage, or disposal of any such materials on the Premises by any other party. Notwithstanding anything set forth herein, Buyer acknowledges that it is purchasing the premises in "as is" condition.

**9. POSSESSION AND CONDITION OF PREMISES**  
(attach a list of any exceptions, if any)

Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they were at the time of BUYER's inspection of the Premises, all of BUYER's use and wear thereof excepted, and (b) not in record violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Clause Four (4) hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

In case of any damage to the Premises from any cause whatsoever, other than reasonable use and wear, prior to the full performance hereof, which damage is unrestored by the time of delivery of the deed, then:

1) If such damages are less than \$5,000.00, the Seller shall pay over or assign to the Buyer on the delivery and recording of the deed all sums recovered or recoverable on account of Seller's insurance. The amount of Seller's deductible shall reduce the sale price and the Buyer shall fulfill this contract or

2) If such damage shall be equal to or exceed \$5,000.00, Buyer may at Buyer's option either: (a) take the insurance money or the assignment of Seller's claim, if any, arising out of such damage and shall fulfill this contract or (b) cancel this contract, in which case the deposit made hereunder shall be returned to Buyer and all further obligations of the parties hereto shall thereupon terminate. If Buyer elects to take the money or assignment of Seller's claim, the Seller's deductible shall reduce the sale price.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time of performance hereunder, and thereupon the time for performance shall be extended for a period of thirty calendar days.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this Paragraph, if the said Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless

the SELLER has previously restored the Premises to their former condition, either:

(a) pay over or assign to the BUYER, on delivery of deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

(b) if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. **ACCEPTANCE OF DEED** The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. **USE OF MONEY TO CLEAR TITLE** To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded in accordance with customary local conveyancing practice
15. **INSURANCE** Until the delivery of the deed, the SELLER shall maintain insurance on said Premises as follows:
- | <i>Type of Insurance</i>       | <i>Amount of Coverage</i> |
|--------------------------------|---------------------------|
| (a) Fire and Extended Coverage | *\$ As presently insured  |
16. **ADJUSTMENTS** Taxes for the current fiscal year shall be apportioned as of the time of delivery and recording of the deed shall be apportioned and adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery and recording of the deed.
17. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES** If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the Parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. **BROKER'S FEE** Not applicable.
19. **BROKER(S) WARRANTY** Not applicable.
20. **DEPOSIT** Parties acknowledge that the initial deposit of \$1,000.00 was paid directly to Seller, and is not in escrow.
21. **BUYER'S DEFAULT; DAMAGES** If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be Seller's sole and exclusive remedy at law and in equity.
22. **RELEASE BY HUSBAND OR WIFE** Intentionally omitted.
23. **BROKER AS PARTY** Intentionally omitted.
24. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.** If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. **WARRANTIES AND REPRESENTATIONS** The BUYER has examined the Premises to be conveyed and hereby accepts said Premises in their present condition, as is. The BUYER does not rely on any representation or warranty made by the SELLER or SELLER'S representatives relating to the physical condition of the Premises or its suitability for any purposes for which the BUYER may desire to use them, unless specifically set forth in this Agreement.

The contracting parties agree that this contract contains all the terms and conditions of this sale. It is mutually agreed that any oral representation made by either party prior to their signing of this Agreement is

null and void.

The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing.

26. **MORTGAGE  
CONTINGENCY  
CLAUSE**

Intentionally omitted-- CASH TRANSACTION.

27. **CONSTRUCTION OF  
AGREEMENT**

This Agreement, executed in multiple counterparts, is to be construed as a Massachusetts contract and is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as the BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

All dates and times expressed herein are of the essence.

28. **LEAD PAINT LAW**

N/A

29. **SMOKE/CARBON  
MONOXIDE  
DETECTORS**

N/A

30. **RIGHT OF ACCESS**

The BUYER, BUYER'S agents and employees, or BUYER'S representative shall have a reasonable right of access to the Premises prior to the date of delivery of deed for the purpose of doing any field work required for ANR approval. Buyer acknowledges that entry to property is at his own risk, and agrees to hold Seller harmless for any issues that may arise due to entry onto the property. Furthermore, if transaction is not completed, Buyer will replace any and all disturbed areas back to their original state of existence.

31. **NON-RESIDENT ALIEN STATUS**

The Buyer represents that it is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code. Buyer agrees to deliver at the time of the delivery of the Deed hereunder a so-called "Non-foreign certificate" sufficient to qualify for an exemption pursuant to Section 1455(o)(2) of said Code.

32. **REAL ESTATE BAR ASSOCIATION PRACTICES**

Any matter or practice arising under or relating to this Agreement which is the subject of a practice and title standard of the Real Estate Bar Association shall be governed by such standard to the extent applicable, unless otherwise provided for herein.

33. **DOCUMENTS TO BE EXECUTED BY SELLER AT THE TIME OF DELIVERY  
OF DEED**

Seller represents that prior to the signing of this Agreement, the Seller is or has been made aware of the contents of such documents and affidavits as are customarily required to be signed by Seller's in closing transactions, and that as of the date of this Agreement, said facts contained therein are true.

35. **RIDERS AND EXHIBITS**

Not applicable.

**NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.**

SIGNED:

\_\_\_\_\_  
TOWN OF GRAFTON, SELLER  
DATE:

\_\_\_\_\_  
ARUSS INVESTMENTS, INC., BUYER

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

STATEMENT OF CLAIM  
COMMONWEALTH OF MASSACHUSETTS  
TOWN OF GRAFTON

**DRAFT**

I, Robert S. Berger, as Building Inspector of the Town of Grafton, on oath state that the claim below is a true and just account of the amount due to the Town of Grafton from:

Owner:           Atasha R. Mathew  
                    4 Miles Avenue, Shrewsbury, MA 01545

Location of Property:  
                    24 Cortland Way  
                    Grafton, MA 01519  
Assessors' Parcel/Map/Block: 80-0000-0216, Book 53177, Page 221

Charges Incurred:  
                    Cost to the Town of Grafton for the demolition and securing of property, to wit, for the purposes of  
                    public safety under M.G.L. c. 143, Section 9.  
                    Demolition and Securing:           \$49,797.50  
                    Total:                                   \$49,797.50

Said premises being subject to: (a) an Order of Removal/Making Structure Safe dated July 10, 2017; (b) a Board of Survey Report dated June 27, 2017, mailed to the owners and other statutory parties of interest, all in accordance with said c. 143, sec. 9.

The Town of Grafton renders this account and makes this claim, for the amounts set forth above, pursuant to Massachusetts General Laws, Chapter 143, Section 3A and 9. The date of the demolition and securing of the site located at 24 Cortland Way was on or about August 22, 2017. Said demolition was made due to the Owner's failure to act in accordance with the above described Orders.

Signed under penalty of perjury: \_\_\_\_\_  
  Robert S. Berger           Date: \_\_\_\_\_

Approved by the Town of Grafton Board of Selectmen:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned notary public, personally appeared the members of the Grafton Board of Selectmen, and proved to me through personal knowledge to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they voluntarily signed said instrument for its stated purpose as their free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires:





**OFFICE OF THE BOARD OF SELECTMEN**

30 Providence Road  
Grafton, MA 01519  
(508) 839-5335  
BOSGroup@grafton-ma.gov  
www.grafton-ma.gov

**DRAFT**

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*Bruce Spinney, II, Chairman  
Sargon Hanna, Vice Chair  
Jennifer Thomas, Clerk  
Brook Padgett  
Craig Dauphinais*

September 28, 2017

Jonathan Bruce  
Sutton, LLC  
P. O. Box 428  
Milford, Massachusetts 01757

RE: Sutton LLC – Removal of Land from Chapter 61 A at 58 Follette Street, Grafton

Dear Mr. Bruce:

The purpose of this letter is to comment on Sutton LLC's March 21, 2017, letter informing the Town of Grafton of their intent to use a portion of the parcel at 58 Follette Street for a cell tower and to remove the parcel on Grafton Assessors Map 104 Lot 7 (herein referred to as the "Grafton Parcel") from Chapter 61A status.

As you will recall, the Sutton Planning Board approved the Forest Edge development as a Limited Density Residential Development ("LDRD") in a 2003 decision allowing a Special permit, recorded at the Worcester Registry of Deeds, Book 30994 Page 225. The LDRD special permit allows a residential development with a density not to exceed .8 dwelling per acre, and the by-law requires that open space be protected by a recorded restriction enforceable by the Town of Sutton. Furthermore, Condition 5 of the LDRD special permit stated, "Prior to commencement of construction, the Applicant shall produce, get approved, and record, a permanent use restriction on the open space portion of parcels, which prohibits any changes to this area, in a form acceptable to the Planning Board."

Subsequent to the issuance of the special permit, you sought a variance from the Sutton Board of Appeals, seeking a waiver of the 1-acre requirement for the 0.8 condominium units. More specifically, you requested that instead of constructing the 84 units on 92 acres of land, that you be allowed to construct the 84 units on 35 acres of land, but that the open space allowing the LDRD would be divided into two parcels, one in Sutton and one in Grafton (the Sutton Parcel and the Grafton Parcel), and would be conveyed as such to those municipalities or a non-profit entity. The Board issued the requested variance by decision dated August 5, 2004, which is recorded at the Worcester Registry of Deeds, Book 34814 Page 58. That variance required that the open space parcels "would remain open space with an option to transfer to the towns of Sutton and Grafton with appropriate development with restrictions or to a non-profit entity with the same such restrictions."

Town of Grafton Staff has been notified that the Sutton Planning Board subsequently endorsed an Approval Not Required Plan on April 5, 2005, and that the endorsed plan contains notations that





## OFFICE OF THE BOARD OF SELECTMEN

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*Bruce Spinney, II, Chairman  
Sargon Hanna, Vice Chair  
Jennifer Thomas, Clerk  
Brook Padgett  
Craig Dauphinais*

the Grafton Parcel was not buildable. Grafton Staff was unable to locate the ANR Plan at the Worcester Registry of Deeds. Those parcels, however, were apparently never conveyed to the Towns or a non-profit entity as the Variance decision required.

Based on the above, the request to remove the Grafton Parcel from Chapter 61A for the development of a cellular communication facility is in conflict with the permitting authorized by the Town of Sutton. The Special Permit and Variance decision required that the Grafton Parcel be permanently protected. Sutton LLC has not complied with the conditions of these decisions.

It is the position of the Town of Grafton that it need not exercise its right of first refusal, since Sutton's approvals required the Grafton Parcel to be retained as permanent open space and be conveyed to a non-profit entity or to the Town of Grafton..

Furthermore, it is Grafton's position that any modifications to the above referenced approvals would require a public hearing, and that the purpose of the current cell tower proposal appears to be simply to profit off a parcel that is required to remain open space. Grafton staff are available to assist the Town of Sutton and Sutton LLC to achieve compliance with Sutton's permitting decisions and ensure the permanent protection of the Sutton Parcel and the Grafton Parcel as open space.

Thank you for your consideration of these comments.

Sincerely,

Bruce Spinny, III  
Grafton Board of Selectmen Chair

CC: James Smith, Sutton Town Administrator  
Scott Paul, Sutton Planning Board Chair  
Jennifer Hager, Sutton Planning Director  
Peter Church, Massachusetts Department of Conservation and Recreation

# Student/Faculty Networking Event

DATE: 9/27/17

Cummings Veterinary School at Tufts  
Company Name: University

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

**\*\* The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

**SPECIAL NOTICE.** If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

10/28/17  
Date(s) of Function

New equine facility  
campus center  
Location of Function

To the Honorable Board of Selectmen  
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal ( ) / Original ( ) license as indicated by (X), for which the fee is enclosed.

- |  |                                  |
|--|----------------------------------|
| ( ) Garage Class _____ (\$100)   | ( ) Music (\$10)                 |
| ( ) Peddler (\$25.00)  | ( ) Common Victuallers (\$25)    |
| ( ) Pool Room, _____ tables at (\$25) each   | ( ) Innholders (\$25)            |
| ( ) Bowling, _____ alleys at (\$25) each   | (X) One Day Beer & Wine (\$25)   |
| ( ) Auctioneer (\$25)  | ( ) One Day All Alcoholic (\$25) |
| ( ) One Day Auctioneer (\$10)  | ( ) Second Hand Articles (\$40)  |
| ( ) Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side |                                  |

Business Name: Cummings Student Affairs Office

License in name of: Barbara Berman

Title: Assistant Dean, Student Affairs

Business Address: 200 Westboro Road  
North Grafton, MA 01536

Phone No.: 508 887-4725

Residence: N/A

Phone No. N/A

Signature of Applicant:

Bon Bon

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College  
c/o Cummings School of Veterinary Medicine - Dean's Office  
(Print) Name (of individual or Corporation as applicable)

200 Westboro Road  
Street Address

No. Grafton, MA 01536  
City/Town State Zip Code

Deborah Focheray  
Signature of Individual or Corporate Name (mandatory) Re: Corporate Officer (mandatory, if applicable)

FEIN: 042103634

- \*\* Social Security No. (voluntary) or Federal Identification Number
- \* This license will not be issued unless this certification clause is signed by the applicant.
- \*\* Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 9/26/17

Next Scheduled Meetings of the Selectmen

# Alpha Psi Fall Fest

DATE: 9/27/17

Cummings Veterinary School at Tufts  
Company Name: University

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

**\*\* The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

**SPECIAL NOTICE.** If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

10/14/17  
Date(s) of Function

Phelps Field  
Location of Function

To the Honorable Board of Selectmen  
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal ( ) / Original ( ) license as indicated by (X), for which the fee is enclosed.

- |  |                                  |
|--|----------------------------------|
| ( ) Garage Class _____ (\$100)   | ( ) Music (\$10)                 |
| ( ) Peddler (\$25.00)  | ( ) Common Victuallers (\$25)    |
| ( ) Pool Room, _____ tables at (\$25) each   | ( ) Innholders (\$25)            |
| ( ) Bowling, _____ alleys at (\$25) each   | (X) One Day Beer & Wine (\$25)   |
| ( ) Auctioneer (\$25)  | ( ) One Day All Alcoholic (\$25) |
| ( ) One Day Auctioneer (\$10)  | ( ) Second Hand Articles (\$40)  |
| ( ) Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side |                                  |

Business Name: Cummings Student Affairs Office

License in name of: Barbara Berman

Title: Assistant Dean, Student Affairs

Business Address: 200 Westboro Road  
North Grafton, MA 01536

Phone No.: 508 887-4725

Residence: N/A

Phone No. N/A

Signature of Applicant:

Bon Bon

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College  
40 Cummings School of Veterinary Medicine - Dean's Office  
(Print) Name (of individual or Corporation as applicable)

200 Westboro Road  
Street Address

No. Grafton, MA 01536  
City/Town State Zip Code

Deborah Kochevar  
Signature of Individual or Corporate Name (mandatory) Re: Corporate Officer (mandatory, if applicable)

FEIN: 042103634

- \*\* Social Security No. (voluntary) or Federal Identification Number
- \* This license will not be issued unless this certification clause is signed by the applicant.
- \*\* Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 9/26/17

Next Scheduled Meetings of the Selectmen



# Alpha Psi Fall Festival

October 14, 2017

12-5 pm

Phelps Field

Beer and Wine\*  
\*Must be 21+ with valid ID

Pie Eating Contest

Hay Bale Toss

Pumpkin Painting

Caramel Apple

Decorating

T-shirt Tie-dyeing

Bake Sale



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XXX-XX-XXXX

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**THOMAS ARTICLE 1. RECEIVE REPORTS OF OFFICES, BOARDS AND COMMITTEES**

I move the town vote to receive the reports of the several Town Officers, Boards and Committees.

**HANNA ARTICLE 2. AMEND TOWN CHARTER**

I move the Town vote to approve the changes proposed to the Charter of the Town of Grafton by the Charter Review Committee relative to the capitalization of various words throughout the Charter, all as shown on a draft of the Charter dated January 12, 2017, a copy of which is on file in the Office of the Town Clerk.

**SPINNEY ARTICLE 3. AMEND TOWN CHARTER – SECTION 3-4 SCHOOL COMMITTEE**

I move the Town vote to amend Section 3-4 of the Town Charter as printed in the October 2017 Town Meeting Warrant.

**PADGETT ARTICLE 4. AMEND TOWN CHARTER – SECTION 3-5: TOWN CLERK**

I move the Town vote to amend Section 3-5 of the Town Charter as printed in the October 2017 Town Meeting Warrant.

**THOMAS ARTICLE 5. AMEND TOWN CHARTER – ARTICLE 3: ELECTED OFFICIALS**

I move the Town vote to amend Article 3 of the Town Charter as printed in the October 2017 Town Meeting Warrant.

**HANNA ARTICLE 6. AMEND TOWN CHARTER – SECTION 3-2 (D) APPOINTMENT**

I move the Town vote to amend Section 3-2 (D) of the Town Charter as printed in the October 2017 Town Meeting Warrant.

**SPINNEY ARTICLE 7. AMEND TOWN CHARTER – SECTION 3-1: ELECTIVE OFFICES**

I move the Town vote to amend Section 3-1 of the Town Charter as printed in the October 2017 Town Meeting Warrant.

**PADGETT ARTICLE 8. AMEND TOWN CHARTER – SECTION 2-3(B) FINANCE COMMITTEE**

I move the Town vote to amend Section 2-3(B) of the Town Charter as printed in the October 2017 Town Meeting Warrant.

**THOMAS ARTICLE 9. AMEND TOWN CHARTER – SECTION 5-6: BOARD OF SEWER COMMISSIONERS**

I move the Town vote to amend Section 5-6 of the Town Charter as printed in the October 2017 Town Meeting Warrant.

**HANNA ARTICLE 10. AMEND TOWN CHARTER – SECTIONS 7-5: DEFINITIONS & 7-9: PROCEDURES GOVERNING MULTIPLE MEMBER BODIES**

I move the Town vote to amend Section 7-5 and Section 7-9 of the Town Charter as printed in the October 2017 Town Meeting Warrant.

**SPINNEY ARTICLE 11. AMEND TOWN CHARTER – ARTICLE 8 – TRANSITIONAL PROVISIONS**

I move the Town vote to amend Article 8 of the Town Charter as printed in the October 2017 Town Meeting Warrant.

**PADGETT ARTICLE 12. AMEND TOWN CHARTER – ARTICLE 4: TOWN ADMINISTRATOR**

I move the Town vote to amend Article 4 of the Town Charter as printed in the October 2017 Town Meeting Warrant.

**THOMAS ARTICLE 13. ADJUST FY18 OPERATING BUDGET**

I move that the Town vote to adjust the FY18 budget as follows:

**BUDGET TRANSFERS:**

<b>AMOUNT:</b>	<b>TRANSFER FROM:</b>	<b>TRANSFER TO:</b>
\$3,500	Recreation Expenses	Article 6, 5/16 Ferry Street Fence Replacement
\$2,600	Board of Selectmen Salaries	Unclassified Expenses
\$2,600	Veterans Services Personnel	Veterans Services Expenses
	<b>TOTAL</b>	

**AND TO APPROPRIATE:**

<b>AMOUNT:</b>	<b>ACCOUNT</b>
\$30,000	Highway Personnel
\$17,500	Nelson Library Personnel
\$11,900	Nelson Library Expenses
\$25,000	South Grafton Community House Expenses
\$50,000	Town Administrator Expenses
\$5,000	IT Expenses
	<b>TOTAL</b>

And to meet said appropriation, raise and appropriate \$59,400 and transfer from Free Cash \$80,000.

**HANNA ARTICLE 14. PRIOR FISCAL YEAR BILLS**

I move the Town vote to pass over this article.

**SPINNEY ARTICLE 15. FIRE DEPARTMENT RETIREMENT**

I move the Town vote to appropriate \$1,400 from free cash for the purposes of funding the Fire Department Retirement Account.

#### **PADGETT ARTICLE 16. SICK AND VACTION BUYBACK**

I move the Town vote appropriate \$23,000 from free cash to fund the accumulated sick and vacation leave buyback for retiring employees pursuant to the Town By-Laws and/or collective bargaining agreements.

#### **THOMAS ARTICLE 17. FUNDING FOR FOLLETTE STREET WELL PROJECT**

I move the Town vote to appropriate \$10,000 from free cash to the Follette Street Well Project Account for the purpose of funding the Follette Street Well Project, pursuant to Article 10 of the May 11, 2009 Special Town Meeting.

#### **HANNA ARTICLE 18. PURCHASE OF SNOW PLOW OPERATIONS EQUIPMENT**

I move the Town vote to appropriate \$35,000 from free cash for the purchase of snow plow operations related materials to fit two new DPW operations vehicles.

#### **SPINNEY ARTICLE 19. CPC AFFORDABLE HOUSING RESERVE**

I move the Town vote to reserve a sum of money from FY2018 Community Preservation Fund revenues for Affordable Housing.

#### **PADGETT ARTICLE 20. CPC OPEN SPACE RESERVE**

I move the Town vote to reserve a sum of money from FY2018 Community Preservation Fund revenues for Open Space.

#### **THOMAS ARTICLE 21. CPC HISTORIC PRESERVATION RESERVE**

I move the Town vote to reserve a sum of money from FY2018 Community Preservation Fund revenues for Historic Preservation.

#### **HANNA ARTICLE 22. FUND FOR CPA PURPOSES**

I move the Town vote to reserve a sum of money from the FY2018 Community Preservation Fund revenues for FY18 Community Preservation Fund purposes.

#### **SPINNEY ARTICLE 23. CPC – AFFORDABLE HOUSING TRUST TRANSFER**

I move the Town vote to transfer the sum of \$48,642 from the CPA Affordable Housing Reserve account to the Grafton Affordable Housing Trust, with such funds to be used in accordance with the CPA guidelines for community housing.

#### **PADGETT ARTICLE 24. CPC – STONE ARCH BRIDGE PROJECT**

I move the Town vote to appropriate the sum of \$120,000 from the CPC Undesignated Fund to complete the Stone Arch Bridge Project.

## **THOMAS ARTICLE 25. ROAD IMPROVEMENT STABILIZATION FUND**

I move the Town vote to transfer \$1,500,000 from the Road Improvement Stabilization fund to the Road Improvement Capital Expenditures fund for road improvement projects consistent with Chapter 90 rules and regulations as recommended by the DPW Advisory committee and approved by the Board of Selectmen.

## **HANNA ARTICLE 26. SALE OF SURPLUS EQUIPMENT**

I move the Town vote to authorize the Board of Selectmen, pursuant to Article 4, Section 9 of the Town By-Laws, to sell under such terms and conditions as it deems appropriate, surplus equipment and vehicles no longer needed by the Department of Public Works.

## **SPINNEY ARTICLE 27. INCREASE LIMIT FOR SALE OF SURPLUS EQUIPMENT**

I move the Town vote to amend Article 4, Section 9 of the Town of Grafton By-Laws to increase the sale threshold for approval to sell surplus equipment at Town Meeting from \$5,000 to \$25,000.

## **PADGETT ARTICLE 28. SOLAR TAX AGREEMENT**

I move the Town vote in accordance with M.G.L Chapter 59, Section 38H, to authorize the Board of Selectmen to enter into a Tax Agreement with the lessees/operators of the solar photovoltaic energy generating facilities or its assign for a period of up to twenty-five (25) years, and to approve said agreement under which the lessees/operators or its assign will pay the Town a sum of money per year relative to 207 Providence Road, Assessor's Map 99, Lot 10, related to the proposed construction and operation of a Large-Scale Ground Mounted Solar Photovoltaic Installation with an expected nameplate capacity of approximately 1,319 megawatts, said Tax Agreement is on file in the Town Clerk's Office, and further to allow the Board of Selectmen to negotiate any amendments necessary to said Tax Agreement to reflect any changes in the size of the parcel of land or size of the system so long as the payments reflected in the Tax Agreement rise or lower commensurately.

## **THOMAS ARTICLE 29. BROOKMEADOW VILLAGE ROADWAY ACCEPTANCE**

I move the Town vote to accept the roadways and associated utilities and easements known at "Brookmeadow Village".

## **HANNA ARTICLE 30. SOUTH GRAFTON WATER DISTRICT HYDRANTS**

I move the Town vote to accept the following list of hydrants from the South Grafton Water District for the Brookmeadow Village Development.

Hydrant #104 – 5 Brookmeadow	Hydrant # 108 – 27 Brookmeadow	Hydrant # 117 – 24 Taft Mill Road
Hydrant #105 – 5 Brookmeadow	Hydrant # 109 – 33 Brookmeadow	Hydrant # 118 – 17 Taft Mill Road
Hydrant #106 – 12 Brookmeadow	Hydrant # 116 – 34 Taft Mill Road	Hydrant # 119 – 5 Taft Mill Road

Hydrant #107 – 20 Brookmeadow	Hydrant # 124 – 25 Taft Mill Road	Hydrant # 120- 4 Taft Mill Road
		Hydrant # 121 – Taft Mill Rd & Milford Road

### **SPINNEY ARTICLE 31. FUND AUDIENCE RESPONSE SYSTEMS VOTING DEVICES**

I move the Town vote appropriate \$7,000 from free cash to purchase an Audience Response System voting device for use at Town Meeting.

### **PADGETT ARTICLE 32. PORTABLE POLICE RADIOS**

I move the Town vote to appropriate \$5,200 from free cash to fund the Article 6 of the May 6, 2017 Annual Town Meeting for the purpose of purchasing accessories for portable police radios.

### **THOMAS ARTICLE 33. FUND PART-TIME ECONOMIC DEVELOPMENT COORDINATOR**

I move the Town vote to raise and appropriate \$30,000 for the purposes of funding a part-time Economic Development Coordinator position.

### **HANNA ARTICLE 34. NORTH GRAFTON TRANSIT VILLAGE OVERLAY DISTRICT**

I move the Town vote to amend the Grafton Zoning By-Laws by establishing a North Grafton Transit Village Overlay District (NGTVOD) and to encourage smart growth in accordance with the purposes of G.L. Chapter 40R, as printed in 2017 October Town Meeting Warrant, and to add the following language:

Amendment to Section 3 Use and Intensity Regulations: Proposed Amendment to Section 3.1.1 to add the title “North Grafton Transit Village Overlay District” to the list of districts and to amend Section 3.1.5 entitled District Intents and Purposes to add a new Section 3.1.5.15 entitled “North Grafton Transit Village Overlay District.”

### **SPINNEY ARTICLE 35. SALES PARTNERSHIP WITH THE COMMONWEALTH OF MASSACHUSETTS**

I move the Town vote to authorize the Board of Selectmen to enter into a sales partnership with the Commonwealth of Massachusetts for a parcel of property located on Pine Street in the town of Grafton, and to make said purchase, raise and appropriate \$100,000 for that purpose.

### **PADGETT ARTICLE 36. DESIGN AND ENGINEERING FOR ROUTE 30**

I move the Town vote to raise and appropriate \$50,000 for the engineering and design of a water and sewer line along Route 30.

### **THOMAS ARTICLE 37. LEASE 3000 GALLON FIRE TANKER ENGINE**

I move the Town vote to appropriate \$97,367 from free cash, and to transfer \$33,175 from Article 15 of the May 2017 Annual Town Meeting titled “FY18 Capital Expenditure Budget”, to make the first lease payment on a 3000-gallon fire tanker engine.



**HANNA ARTICLE 38. STAFFING STUDY – GRAFTON FIRE DEPARTMENT**

I move the Town vote to appropriate \$15,000 from free cash to complete a staffing study of the Grafton Fire Department.

**SPINNEY ARTICLE 39. ENVIRONMENTAL PHASE I AND MARKET STUDY – 27 UPTON STREET (DPW SITE)**

I move the Town vote to appropriate \$10,000 from free cash to complete an Environmental Phase I and market study of the property located at 27 Upton Street.

**PADGETT ARTICLE 40. FUND FEASIBILITY/ SCHEMATIC DESIGN OF NORTH STREET ELEMENTARY WINDOW AND DOOR REPLACEMENT PROJECT**

I move the Town vote to appropriate \$50,000 from free cash to be expended under the direction of School Committee for feasibility study and schematic design for the replacement of windows and doors at the North Street Elementary School at 60 North St Grafton MA 01519, for which feasibility study the Town may be eligible for a grant from the Massachusetts School Building Authority. The MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the Town incurs in connection with the feasibility study in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town.

**THOMAS ARTICLE 41. REMEDIATION OF CONTAMINATED WELL – 159 MILLBURY ST.**

I move the Town vote to appropriate \$20,000 from free cash to remediate the contaminated well located at 159 Millbury Street by connecting this property town water and decommissioning the well at this location.

**HANNA ARTICLE 42. LONG RANGE IT ACCOUNT**

I move the Town vote to appropriate \$25,000 from free cash to fund the Long-Range Information Technology Maintenance Account, pursuant to Article 17 of the May 12, 2014 Annual Town Meeting.

**SPINNEY ARTICLE 43. APPROPRIATION TO STABILIZATION FUND**

I move the Town vote to appropriate \$200,000 from free cash to fund the Stabilization Trust Fund.

**PADGETT ARTICLE 44. APPROPRIATION TO OPEB TRUST FUND**

I move the town vote to pass over this article.